

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

TAJ AL KHAIRAT, LTD.

DEFENDANTS

SWIFTSHIPS SHIPBUILDERS, LLC

(b) County of Residence of First Listed Plaintiff BAGHDAD, IRAQ

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant ST. MARTIN/ST. MARY

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)

BAKER BOTTS ATTY OF RECORD: MICHAEL CANCIENNE
910 LOUISIANA PHONE #: 713-229-6200
HOUSTON, TEXAS 77002

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1332 (DIVERSITY)

Brief description of cause:

BREACH OF CONTRACT

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

 DEMAND \$
6,800,000.00

 CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No
VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

9-5-2013

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

TAJ AL KHAIRAT, LTD.

Plaintiff,

VS.

SWIFTSHIPS SHIPBUILDERS, L.L.C.

Defendant.

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CIVIL ACTION NO. _____

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff, Taj al Khairat, Ltd. ("Taj"), files this its Original Complaint against Defendant, Swiftships Shipbuilders, L.L.C. ("Swiftships"), and would show the Court as follows:

SUMMARY OF COMPLAINT

1. Taj entered into a Settlement Agreement with Swiftships to resolve disputes arising under the Master Pledge Agreement ("MPA") entered into between affiliates of Taj and Swiftships. Swiftships failed to make timely payments when due under the Settlement Agreement.

2. Under the Settlement Agreement, Taj is entitled to a default judgment against Swiftships for failure to make timely payments under the agreed schedule. Swiftships has expressly waived the right to contest entry of such a default judgment in the Settlement Agreement.

PARTIES

3. Taj is an Iraqi limited partnership with its principal place of business in Baghdad, Iraq.

4. Swiftships is a Louisiana limited liability company with its principal place of business in Morgan City, St. Martin and St. Mary Parishes, Louisiana. Swiftships may be served with this complaint by serving its registered agent, Ryan Baudry, 111 Wilson St., Franklin, Louisiana 70583.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over the claims asserted in this suit under 28 U.S.C. § 1332. There is complete diversity of citizenship between Plaintiff and Defendant and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

6. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1) and (d). Swiftships is a Louisiana limited liability company with its principal place of business in this District.

FACTS

7. Taj is an Iraqi limited partnership involved in investment in, management of and consulting on projects in various industries in Iraq and the broader Middle East. On or about August 16, 2011, Taj entered into a Settlement Agreement with Swiftships to resolve disputes arising under a Master Pledge Agreement (“MPA”) entered into between affiliates of Taj and Swiftships in March 2010. (*See* Ex. 1 to Ex. A, Aff. of Saifaldin D. Rahman (“Rahman Aff.”).) The Settlement Agreement contains a choice-of-law provision providing that the Settlement Agreement “shall be governed by the laws of the State of Texas.” (*Id.* § 6.)

8. Under the Settlement Agreement, Swiftships was obligated to pay Taj a lump sum in the amount of \$5,250,000 by December 1, 2011, or to pay a series of monthly installments beginning on March 1, 2012, ending on October 1, 2013, and totaling \$6,800,000 according to a payment schedule attached to the Settlement Agreement.

9. Under the Settlement Agreement, Taj is entitled to a default judgment against Swiftships for failure to make timely payments under the agreed schedule. (*See Rahman Aff.*, Ex. 1 § 5.) Swiftships expressly waived the right to contest entry of such a default judgment in the Settlement Agreement. *Id.*

10. Swiftships has failed to make timely payments under the agreed schedule. Swiftships has made only one payment of \$100,000 to Taj under the Settlement Agreement, but has not made any of the monthly installment payments totaling \$6,600,000 that were required under the agreed payment schedule between April 1, 2012 and September 1, 2013. *Id.* Accordingly, Swiftships is in default under the Settlement Agreement and Taj is entitled to a default judgment for the remaining amount owed of \$6,700,000.

FIRST CAUSE OF ACTION
Breach of Contract

11. Taj incorporates all of the preceding paragraphs by reference.

12. The Settlement Agreement is a valid and enforceable contract.

13. Taj performed or tendered performance or is excused from the performance of each of its obligations under the Settlement Agreement.

14. As outlined above, Swiftships breached the Settlement Agreement by failing to make payments when due.

15. Swiftships' breach has resulted in substantial damages to Taj in excess of the jurisdictional requirements of this Court.

16. All conditions precedent have either occurred or been waived.

SECOND CAUSE OF ACTION
Attorneys' Fees

17. Taj has retained the undersigned to represent it in this action and has agreed to pay reasonable and necessary attorneys' fees. An award of reasonable and necessary attorneys' fees to Taj is authorized by § 38.001(8) of the Texas Civil Practice and Remedies Code.

PRAYER

WHEREFORE, Taj prays that the Court grant judgment in favor of Taj, and requests that the Court:

- a. award Taj the full measure of its actual damages;
- b. award Taj its reasonable attorneys' fees, expenses, and costs of court;
- c. award Taj pre-judgment and post-judgment interest at the maximum rate allowed by law; and
- d. order such other and further relief to which Taj may be justly entitled.

Respectfully submitted,

/s/ Michael Cancienne

Michael Cancienne
W.D. La. Bar No. 31085
State Bar No. 31085
Baker Botts L.L.P.
One Shell Plaza
910 Louisiana
Houston, Texas 77002
Telephone: 713.229.6200
Facsimile: 713.229.6100

ATTORNEY FOR TAJ al KHAIRAT, LTD.

OF COUNSEL:

Michael B. Bennett, T.A.

Texas Bar No. 00796196

Application for admission pro hac vice pending

Dustin L. Appel

Texas Bar No. 24058819

Application for admission pro hac vice pending

BAKER BOTTS L.L.P.

One Shell Plaza

910 Louisiana

Houston, Texas 77002

Telephone: 713.229.1234

Facsimile: 713.229.1522

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

TAJ AL KHAIRAT, LTD.

Plaintiff,

VS.

SWIFTSHIPS SHIPBUILDERS, L.L.C.

Defendant.

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CIVIL ACTION NO. _____

AFFIDAVIT OF SAIFALDIN D. RAHMAN

BEFORE ME, the undersigned authority, on this day appeared Saifaldin D. Rahman, who after being duly sworn, stated to me the following:

1. My name is Saifaldin D. Rahman. I have personal knowledge of all matters contained within this affidavit and they are true and correct. I am over 21 years of age and competent to make this affidavit.

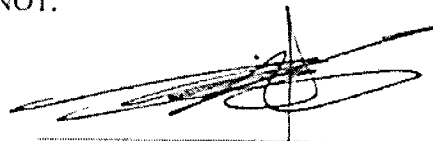
2. I am a shareholder of, and the primary U.S. representative of, Crown Contracting, Inc. ("Crown"), a subsidiary of Taj al Khairat, Ltd. ("Taj") created to oversee the relationship between Taj and Swiftships Shipbuilders, L.L.C. ("Swiftships") at issue in this matter. In that capacity, I have personal knowledge of the agreements and relationship between Taj and Crown on the one hand, and Swiftships and its affiliates on the other hand.

3. In March 2010, Crown entered into a Master Pledge Agreement ("MPA") with Apex Investment Group, Inc. ("Apex"), an affiliate of Swiftships. On or about August 16, 2011, Taj entered into a Settlement Agreement with Swiftships to resolve disputes arising under the MPA. The Settlement Agreement is also expressly binding upon Crown and Apex. A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to this Affidavit.

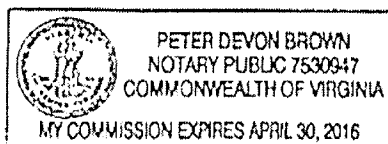
4. Under the Settlement Agreement, Swiftships was obligated to pay Taj a lump sum in the amount of \$5,250,000 by December 1, 2011, or to pay a series of monthly installments beginning on March 1, 2012, ending on October 1, 2013, and totaling \$6,800,000 according to a payment schedule attached to the Settlement Agreement. (See Ex. 1.) Payments under the Settlement Agreement were to be paid to an account of the Law Office of Asim Ghafoor, the lawyer I personally retained to represent the interests of Crown and Taj in connection with the Settlement Agreement.


5. Swiftships has failed to make timely payments under the agreed schedule. Swiftships has made only one payment of \$100,000 to Taj under the Settlement Agreement, but has not made any of the monthly installment payments totaling \$6,600,000 that were required under the agreed payment schedule between April 1, 2012 and September 1, 2013.

FURTHER AFFIANT SAYETH NOT.


Saifaldin D. Rahman

SUBSCRIBED AND SWORN TO before me on this 4 day of September, 2013.




Notary Public

My Commission Expires: 04-30-2016

Exhibit A-1

Settlement Agreement

Swiftships Shipbuilders, LLC. (Swift) a Louisiana limited liability Company and Taj Al Khairat (Taj) enter into this Agreement to resolve all underlying matters in the case of Crown Contracting, Inc. v. Apex Investment Group, Inc. arising from the Master Pledge Agreement signed by these parties on March 17, 2010. Swift also binds Defendants Lutfi Hassan and Apex Investment Group, Inc., while Taj also binds Plaintiff Crown Contracting, Inc.

1. **PAYMENT.** Swift shall pay Crown a settlement amount (Amount) as defined in the attached Appendix which is herein incorporated into this Agreement. The payment shall be sent to:

Law Office of Asim Ghafoor
Wachovia Bank
Rockville, MD
Routing #: 054001220
Account #: 2000045182046

Upon signing of this agreement, Taj agrees to suspend the litigation currently being pursued in federal court in Texas for the time period required by Swift to make all of its payments, subject to entering a confessed judgments defined in Section 5.

2. **LAWSUIT.** Once Taj suspends the litigation currently pursued in federal court, Taj also agrees not to pursue any related litigation in the US or abroad as long as timely payments in the Appendix are being remitted. Failure to make any promised payment shall result in Taj reserving its rights to reinstate such litigation without prejudice.


3. **ACCELERATION.** For reasons including but not limited to sale of Swift, ample profits, profits from work brought by Taj or a related party or receipt of loan proceeds to exceed current liabilities, Swift shall accelerate payments due above in the amount so earned. Alternate payment plans may also be agreed to if written and signed by both parties.

4. **CONFIDENTIALITY.** The terms of this Agreement shall remain confidential except for 1) compliance with local or federal law or 2) use in litigation in case of breach by either party.


5. **CONFESSED DEFAULT JUDGMENT.** If Swift fails to meet the schedule set forth in the Appendix, then Taj shall be entitled to a default judgment. Swift agrees that it shall not challenge such action and explicitly waives its right to challenge the Default Judgment.

6. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.

Swiftships Shipbuilders, LLC

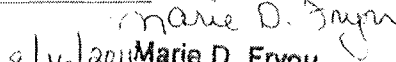

Calvin LeLeux

Taj al Khairat Ltd


Saifaldin D. Rahman

16 AUGUST 2011

Date


Marie D. Fryou
State of Louisiana
Notary # 78464
Lifetime Commission

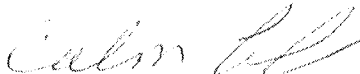
Date

The following payments shall be remitted to counsel for Taj by Swift by the date indicated.

Date	Payments to Taj	Not paid early	Scimitar Loan
9/1/2011	\$0	\$0	\$0
10/1/2011	\$0	\$0	\$0
11/1/2011	\$0	\$0	\$0
12/1/2011	\$0	\$0	\$5,250,000
1/1/2012	\$0	\$0	
2/1/2012	\$0	\$0	
3/1/2012	\$5,250,000	\$100,000	
4/1/2012		\$100,000	
5/1/2012		\$100,000	
6/1/2012		\$100,000	
7/1/2012		\$100,000	
8/1/2012		\$100,000	
9/1/2012		\$2,500,000	
10/1/2012		\$100,000	
11/1/2012		\$100,000	
12/1/2012		\$100,000	
1/1/2013		\$100,000	
2/1/2013		\$100,000	
3/1/2013		\$1,500,000	
4/1/2013		\$100,000	
5/1/2013		\$100,000	
6/1/2013		\$100,000	
7/1/2013		\$100,000	
8/1/2013		\$100,000	
9/1/2013		\$1,100,000	
10/1/2013		\$100,000	
	\$5,250,000	\$6,800,000	

Swiftships Shipbuilders, LLC


Taj al Khairat & Crown Contracting


Calvin LeLeux

Saifaldin D. Rahman

16 AUG 2011
Date

Date

8/16/2011 
Marie D. Fryou
State of Louisiana
Notary # 78484
Lifetime Commission